

Waterloo Water Works

Teamsters #238

1/1/2005

12/31/2006

**BARGAINING AGREEMENT  
WATERLOO WATER WORKS BOARD  
and  
TEAMSTERS UNION LOCAL NO. 238  
January 1, 2005 to December 31, 2006**

# WATERLOO WATER WORKS

AND

## CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238 AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2005 – December 31, 2006

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## AGREEMENT

This Agreement made and entered into by and between the Board of Trustees of the Waterloo Water Works, a municipally owned utility of the City of Waterloo, Iowa, and governed and operated by said Board of Trustees as provided by statute, hereinafter referred to as the "Board", and Chauffeurs, Teamsters and Helpers Local 238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

The parties mutually agree as follows:

### ARTICLE 1 COVERAGE

#### Section 1.1

The Board recognizes the Union as the exclusive collective bargaining representative of those classifications of employees as set forth in Public Employment Relations Board Case No. 8, including: all Water Works Pumping Station employees and Distribution employees of the Waterloo Water Works, excluding: all office, clerical and professional employees, managers, assistant managers, department heads, forepersons, plant protection personnel and all others as defined in Section 4 of the Act.

#### Section 1.2

This Agreement is entered into for the purpose of agreeing on hourly rates of pay, working conditions and to establish a method of settling by cooperative means for grievances on behalf of the employees represented by the Union. There shall be no discrimination against or favoritism shown to either members of the Union or non-members of the Union by either parties of this Agreement.

### ARTICLE 2 UNION RECOGNITION

#### Section 2.1

This Agreement covers the following employees employed by the Board:

- a) All Pumping Station employees and Distribution employees, excluding all managers, assistant managers, forepersons, department heads, supervisory employees, plant protection personnel and all office employees and clerical employees.

#### Section 2.2

All managers, assistant managers, department heads, foreman/woman, plant protection and supervisory personnel are representatives of the Board.

#### Section 2.3

The Union shall be the sole representative of employees in the above classification with respect to hourly rates of pay, working conditions and the processing of grievances.

### ARTICLE 3 MANAGEMENTS RIGHTS

#### Section 3.1

The management of the Water Works and the direction of its personnel, including the right to hire, discharge and suspend for just cause, lay off, assign work and promote, to introduce new and improved methods or facilities or to change existing operations to obtain better efficiency, is vested exclusively in the Board, and the Board shall be the sole judge of all matters pertaining to the methods and equipment to be used, the contracting out of the work, the location of its physical facilities, scheduling of shifts including the changes of shifts or lunch periods, assignment of work, and the making and enforcement of reasonable rules covering safety, health and property protection, and to assure orderly and efficient operations.

Section 3.2 The Manager of the Department shall control the use of Water Works vehicles used on any work assignment per established policy of the Board. The Department Manager shall determine the hour of termination of work at a job site with reasonable travel time allowed. Managers of a department will not be restricted in making work assignments in performing necessary tasks, however, changes in working assignments for punitive reasons will not be made.

Section 3.3 All rights not expressly conceded herein remain the sole prerogative of the Board, including but not limited to the formulation of policy and the making of or changing operating rules and regulations.

### ARTICLE 4 UNION RESPONSIBILITIES

#### Section 4.1

The Union recognizes the responsibilities imposed upon it as bargaining agent of the employees represented by the Union, and realizes that in order to provide maximum opportunities, good working conditions and good wages, the Board must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards in order for it to maintain, for the citizens of Waterloo, Iowa, the high quality of water now furnished at the lowest rates possible. The Union therefore assumes responsibility for cooperating in the attainment of these goals and agrees that it will cooperate with the Board and support its efforts to assure a full day's work on the part of the employees. The Union will actively combat absenteeism and any other practice which restricts the efficient operation of the Waterloo Water Works, and it will earnestly strive to improve and strengthen goodwill between the Waterloo Water Works and its employees, the Union and the public.

#### Section 4.2

The Union and Union members shall not interfere by way of intimidation, harassment or in any other manner with the employees of the Board who are not members of the Union.

ARTICLE 5  
INSPECTION PRIVILEGES

Section 5.1

By notification to the General Manager or their designee, authorized agents of the Union shall have access to the Board's property during working hours for the purpose of adjusting disputes and posting Union notices permitted by the General Manager or their designee, but in no event shall there be any interruption of the employees' working schedule.

ARTICLE 6  
STRIKES

Section 6.1 It is recognized that the Board represents the public with duty and obligation to furnish the public water at all times and on all occasions, and the Union and employees it represents agree that no strike will be authorized, caused or condoned or participated in; that there shall be no intentional slow downs, authorized work stoppages; suspensions of work, walkouts, or picketing and that no employee shall refuse to pass through a picket line in the performance of their duties of work. A violation of this Article shall be cause for disciplinary action.

ARTICLE 7  
BULLETIN BOARD

Section 7.1

A copy of this Agreement may be placed on the bulletin boards furnished by the Board in the three major work areas but no other posting shall be made by the Union on said bulletin board or other property of the Board without prior approval of the General Manager or their designee. Approval need not be granted for posting notices of the three (3) following: (1) Union social activities, (2) Union meetings, (3) Union International bulletins of national interest.

ARTICLE 8  
SAFETY EQUIPMENT

Section 8.1

Employees are required to wear hard hats, and abide by such other rules prescribed by State or Federal Safety Regulations and such safety rules as are adopted by the Board.

Section 8.2

The second violation of any one safety rule following written notice to the employee of such violation shall subject them to suspension for a period of three (3) days without pay. Further violations shall be grounds for discharge of the employee.

## ARTICLE 9 PASSENGERS

### Section 9.1

No driver of any truck or mobile equipment of the Waterloo Water Works shall permit anyone other than an employee of the Board who is on duty to ride on the truck or mobile equipment unless authorized in writing by a foreman/woman or supervisor of the Board.

## ARTICLE 10 HIRING OF NEW EMPLOYEES

### Section 10.1

It is the policy of the Board to seek out and secure the most qualified individual for employment by the Board which may require an applicant to fill out such form of application as the Board determines.

### Section 10.2

Every applicant who is employed shall be deemed to be on a probationary basis for a period of eighty (80) working days during which time they may be discharged at the sole discretion of the Board or management. If not discharged by the end of said eighty (80) working day period, they shall become a regular employee and then assigned to such department and at such classification as the Board elects.

### Section 10.3

The Board may hire employees for the duration of the eighty (80) working day probationary period at a rate they deem reasonable.

### Section 10.4

Other than such benefits as are provided by the Iowa Workmen's Compensation Law and Pension Plan, no employee is entitled to any employee benefits until placed on a regular employee basis.

## ARTICLE 11 SENIORITY

Note: In Article 11, a "temporary vacancy" is defined as a period of time with a known beginning and a known ending created when a current employee is absent for casual days, vacation, leave of absence, etc., normally for not more than sixty (60) days.

### Section 11.1

In all cases of reduction of forces, restoration of forces and filling new jobs or ongoing positions, the Board shall consider qualifications, and if qualifications are equal as determined by the Board, seniority shall govern.

### Section 11.2

In the event of reduction of forces, the probationary employees will be laid off first. Any laid off employee wishing to exercise utility-wide seniority to remain working must be:

1. Fully qualified as determined by the Board and capable of performing the remaining work.
2. May displace the least senior employee in any of the eight (8) classifications of employees listed in Section 20.3 having less seniority.
3. May displace any pumping station operator having less seniority.

#### Section 11.3

In filling a new job or ongoing position, or in case of recall after a layoff, any employee may submit a Job Preference Bid Request. The notice for a Job Preference Bid Request will be posted for three (3) working days, Monday through Friday. The Board shall have thirty (30) calendar days in which to remove the employee from the new position because of lack of qualifications. If either party is not satisfied, the employee shall return to their former position. An employee who successfully bids and remains in a job is considered least qualified in future bidding for a period of six (6) months unless the position has a higher hourly rate.

In filling a temporary vacancy, the following shall apply:

- a) When a present employee is to be transferred for the vacation period between June 1st and August 31st, a notice for a job preference bid request will be posted for three (3) working days, Monday through Friday. An employee who successfully bids is unaffected in future bidding.
- b) Transfers for all other temporary vacancies will be filled first by transfers from any other department when the transfer does not disrupt the normal routine of work as determined by the manager of that other department, and, secondarily, by rescheduling within the respective department.

In all cases of temporary transfer, if qualifications are equal as determined by the Board, seniority shall govern both in the case where more than one employee has bid on a temporary transfer among the bidding employees and in the case where the junior qualified employee is forced on a temporary transfer.

#### Section 11.4

When an employee is laid off, the employee shall have recall rights based on actual days worked to a maximum of three (3) years. The recalled employee would take available work.

When an employee is off work for voluntary leave of absence of one (1) year or more, no seniority is accrued during the absence.

#### Section 11.5

Should an employee decide a decision on qualifications is unjust, they may appeal the decision through the grievance procedure.



ARTICLE 12  
DISCRIMINATION

Section 12.1

Employer agrees that they will not discriminate against any employee or applicant because of sex, race, color, age, creed, religion, nationality, membership in the Union or a handicapped person. After handicapped person is employed the Employer is not required under the Iowa Code to promote or transfer such handicapped person to another job or occupation unless prior to such transfer, such handicapped person be trained or by experience is qualified for such job or occupation.

ARTICLE 13  
UNION STEWARDS

Section 13.1

The Board recognizes the right of the Union to designate one (1) steward and one (1) alternate steward whose duties are set forth in the grievance procedure. Such designation shall be made in writing. Any changes shall be promptly reported by the Union to the Board.

Section 13.2

The authority of the steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances to the Board or their designated representative in accordance with the provisions set forth in the grievance procedure.
- b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such message and information:
  - 1) have been reduced to writing, or
  - 2) if not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Board's business, provided, however, that the activities referred to in a) and b) shall not be performed in such fashion as to conflict with the steward's work duties.

Section 13.3

Stewards and alternates and employees have no authority to take strike action or any other action interrupting the Employer's business.

Section 13.4

The Board recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward or alternate and employees have taken unauthorized strike action, slow down, or work stoppages in violation of this Agreement.

ARTICLE 14  
UNION DUES & CHECK OFF

Section 14.1

The Employer agrees to deduct union dues, fees, contributions and any fines or assessments from the wages of any employee covered by this Agreement, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner set forth in Section 20.9, Code of Iowa 1985, which written order shall be renewed from year to year and for succeeding collective bargaining agreements unless the undersigned shall give a thirty (30) day written notice to the Employer of cancellation.

Section 14.2

The Union agrees to indemnify and save the Board harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for union dues from an employee's pay. The union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Chauffeurs, Teamsters and Helpers Local 238. Initiation fee, dues, etc. shall be deducted the first pay day of each month and remitted five (5) days thereafter.

ARTICLE 15  
WARNING NOTICE AND DISCHARGE

Section 15.1

In respect to discharge, the Board will not discharge any regular full-time employee unless it has given at least one (1) warning notice in writing to the employee of the complaint and a copy thereof to the Union, providing that no warning notice need be given to an employee before they are discharged if the proven cause of such discharge is refusal to perform duties assigned to them; dishonesty; recklessness resulting in an accident while on duty; carrying unauthorized passengers; willful damage to property; falsification of employment application, time cards or other records; sabotage, theft and insubordination. If a situation arises where the Board has probable cause to believe that an employee's faculties are impaired on the job and that the employee is in a position that such impairment presents a danger to the safety of the employee, another employee, a member of the public, or the property of the employer, the employee may be required to submit to a blood and/or urine test according to the guidelines set forth in the drug testing statute in the Code of Iowa. If the employee refuses to give a specimen as above, he/she is subject to disciplinary action as authorized elsewhere in this Agreement. With regard to an employee who has tested positive under these circumstances, disciplinary action, which may include discharge, will only occur when and as allowed by the drug testing statutes in the Code of Iowa.

Section 15.2

Warning notice shall expire six (6) months from date of issue.

Section 15.3

Any employee may request an investigation of their discharge.

#### Section 15.4

A grievance involving a discharge or other disciplinary action must be filed in writing by the grievant within five (5) working days of occurrence of such action.

### ARTICLE 16 TARDINESS AND ABSENCE WITHOUT LEAVE

#### Section 16.1

If any employee is unable to report for work at their usual starting time, they shall give notice if at all possible by telephone as required by their Department Manager at least one quarter (1/4) hour prior thereto, of not being able to report for work. Failure to give a notice shall be considered to be an absence without leave.

#### Section 16.2

The fourth unexcused tardiness within a six (6) month period shall result in a written warning, the fifth shall result in a disciplinary lay off of five (5) days, and the sixth shall result in discharge.

#### Section 16.3

In the event of tardiness where the employee's crew has left its departure point for the day, the employee assigned to the departed crew will not check in but will be credited to beginning time upon their arrival at the job site after having checked in with the Manager or foreman/woman of the department provided, however, said Manager or foreman/woman shall have the option of releasing or retaining said employee for the day involved. It shall be the responsibility of the employee to provide their own transportation to the job site.

#### Section 16.4

Absence without leave for two (2) consecutive full days shall be deemed to be a quit.

#### Section 16.5

If an employee reports under Section 16.1 that they are unable to work because of an illness of three (3) days or more duration, their immediate supervisor may request a doctor's certificate certifying that they were unable to work, but are now physically able to continue their duties. Failure to present said certificate or certificates shall be deemed cause for discharge.

#### Section 16.6

Employee leaving during working hours before check out time, without permission, is deemed a quit, subject to the grievance procedure.

#### Section 16.7

When an employee is off duty and is called in for unscheduled overtime, that employee shall not be subject to disciplinary action if that employee, in good faith, believes that his or her faculties are impaired due to the use of alcohol or drugs and that such impairment presents a danger to the safety of the employee, another employee, a member of the public, or the property of the employer.

ARTICLE 17  
GRIEVANCE PROCEDURE

Section 17.1

A grievance is defined as a question involving the interpretation, application or alleged violation of this Agreement and must cite article number and section number involved.

Section 17.2

Should differences arise between the foreman/woman supervisor or any employee representing management and an employee concerning matters of employment, the following procedure shall be followed:

- a) The aggrieved employee will take the matter up with the employee's immediate supervisor who is a management representative within three (3) work days of the alleged grievance.
- b) If no settlement is reached, the employee shall reduce their grievance to writing and may ask for a meeting within three (3) days with the department head in charge of their department accompanied by their steward.
- c) If no settlement is reached, the written grievance shall be submitted to the General Manager or their designated assistant within three (3) days after the meeting provided in (b) above and they shall meet with the Business Representative of the Union within five (5) work days of their receipt of the grievance.
- d) If not settled, the grievance shall then be submitted to a member of the Board for determination with the total Board being the final step.
- e) Or the PER Board as permitted under the new Iowa Public Employees Collective Bargaining Law.

ARTICLE 18  
WORK WEEK

Section 18.1

The normal week for employees shall consist of five (5) eight (8) hour days beginning at 12:01 a.m. on Monday through 12:00 midnight, Sunday. The normal work day shall begin at 12:01 a.m. and end at 12:00 midnight.

Shift changes may be altered upon mutual agreement among the involved employees and management.

This provision shall not be construed as a guarantee by the Board of any amount of work in any work week or as a limitation on hours of work in any work week. Management retains the right to require any or all employees to work additional hours when necessary.

#### Section 18.2

Time and one-half (1 1/2) the regular rate shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours in any scheduled work week. However, if an employee's work day continues into the next work day, the continued portion of those hours shall be considered part of the first day for purposes of overtime pay. Overtime shall not be paid twice for the same hours worked.

All work performed on Sunday shall be paid at two (2) times the employee's regular rate, except for pumping station employees for whom the Sunday rate shall apply only to the seventh (7th) day worked in the payroll week period.

At the employee's option, an employee may be reimbursed for overtime work beyond eight (8) hours a day or forty (40) hours a week as compensatory time off with the actual hours off being calculated at the same rate as the overtime would have been calculated in dollars. This election shall be made by the employee in writing by the end of the employee's next regularly scheduled shift. Compensatory time may not be taken when the resulting work schedule, as determined by the Board, would require overtime. An employee may elect to be paid some or all of the accumulated compensatory time as an addition to the employee's first paycheck in November of each year at straight time wages. Any accumulated compensatory time not taken by employees prior to December 31 of each year shall be added to the first payroll check in the following January at straight time wages. Compensatory time may be taken in full days or in two (2) hour increments.

#### Section 18.3

The Board will continue a thirty (30) minute lunch period for the Distribution Department. It is understood that the employees will strictly adhere to the thirty (30) minutes provided with no more or less time off the job. The Board reserves the exclusive right to continue with the thirty (30) minute lunch period, or to change the duration of the lunch period at any time, and as may be necessary and desirable for good business practices.

#### Section 18.4

A paid rest break of fifteen (15) minutes will be allowed between the first and fourth hour of work and a fifteen (15) minute second paid rest break will be allowed between the fourth and eighth hour of work. Pumping Station employees working within the Pumping Station are on duty to perform necessary tasks during the rest break.

#### Section 18.5

Any employee called to work or any employee reporting to work on their regular shift, who was not instructed previously by the Employer not to report to work shall be guaranteed a minimum of two (2) hours work unless notified not to report to work. The two (2) hours must be worked, if work is assigned. It shall be the obligation of the employee to provide the Manager of their Department with a current phone number and address.

#### Section 18.6

Pumping Station employees shall have a fluctuating work week, and a copy of their work week as scheduled will be posted.

#### Section 18.7

An employee called for unscheduled work, which would start more than three (3) hours before the scheduled starting time, will be offered the entire scheduled work shift for that day. A scheduled work shift is that eight (8) hours of work currently being worked by an employee or an eight (8) hour period of work scheduled and posted on the department bulletin board two (2) days in advance. Unscheduled work is a period of work of any length of time when the notice is given to the employee less than two (2) days prior to the start of the work.

#### Section 18.8

Payday shall be on Thursday once each two (2) week period and not more than two (2) weeks pay shall be held back.

#### Section 18.9

Overtime shall be distributed as equally as possible within the qualifications. If qualifications are equal, seniority shall prevail, and overtime will rotate on a seniority basis. The least senior employee shall be required to work the overtime if no other senior employee works the overtime. In the pumping station, employees shall work scheduled overtime as it comes in rotation unless another qualified employee agrees to work the overtime as it comes in rotation.

### ARTICLE 19 STANDBY DUTY

#### Section 19.1

The provisions of this Article shall apply in the event that the Board, in its sole discretion, decides to use the standby duty concept.

#### Section 19.2

Distribution Department employees who reside inside the Waterloo city limits and who are qualified in the opinion of the Board to perform the duties which they may be called upon to perform, are placed on a roster for standby duty. A qualified employee of said department who resides outside the Waterloo city limits may request to be on the standby duty roster. All qualified employees with a commercial driver's license are placed on a roster for on-call duty.

#### Section 19.3

An employee on standby duty begins the duty at 4:15 p.m. on Friday and continues to 7:45 a.m. on Friday one (1) week later. The standby duty person shall:

- a) Respond to emergency situations within a reasonable time interval during all off duty hours which would include all hours except the normal scheduled work hours of the Distribution Department.
- b) Respond to the emergency with a properly equipped truck of the Water Works.
- c) Report to the pumping station at the beginning and ending time of the emergency response.

#### Section 19.4

If an equipped truck is provided, it shall be taken to the standby duty employee's residence, if it is within the city limits, at the end of each normally scheduled work day and on weekends, to be used only for emergency call-out purposes and to be returned each morning on scheduled work days.

If portable communication equipment is provided, the employee shall verify that the portable communication equipment is operational at the beginning of each day of standby duty.

#### Section 19.5

An employee who performs a standby duty for a one (1) week period is reimbursed with ten (10) hours of pay at time and one half (1½) the employee's rate at the time of payment. An additional two (2) hours of pay at time and one half (1½) is added if any of the nine (9) recognized holidays occur during the standby duty week which results in an additional eight (8) hours of standby duty time.

The standby duty employee receives no additional pay for the first two hours of response in any of the separate twenty-four (24) hour standby duty periods as described on the standby duty time sheet.

An employee who performs an on-call duty for a one (1) week period is reimbursed with five (5) hours of pay at time and one half (1½) the employee's rate at the time of payment. An additional one (1) hour of pay at time and one half (1½) is added if any of the nine (9) recognized holidays occur during the on-call duty week which results in an additional eight (8) hours of on-call duty time.

The standby duty employee receives no additional pay for the first two hours of response in any of the separate twenty-four (24) hour standby duty periods as described on the standby duty time sheet.

At the employees option, the compensation at time and one half (1½) under this Section may be taken by the employee as compensatory time off in the same manner as provided in Section 18.2.

### ARTICLE 20 WAGES, RATES OF PAY AND LONGEVITY

#### Section 20.1

The following is an hourly rate of pay schedule for the various classifications of employees included in Article 1.

The Board may pay hourly rates of pay necessary to secure or retain personnel for any present classification or any classification it may establish.

#### Section 20.2

An employee in the first year of employment shall receive 80% of the base rate for his/her classification.

An employee in the second year of employment shall receive 90% of the base rate for his/her classification.

An employee in the third year and successive years of employment shall receive 100% of the base rate for his/her classification.

#### Section 20.3

	2005 Base Rate 100%	2006 Base Rate 100%
1. Pumping Station Operator <u>Distribution Department</u>	\$19.62	\$19.92
2. Distribution Worker	19.62	19.92
3. Meter Service Worker	19.62	19.92
4. Machine Operator	19.94	20.24
5. Inspector	19.94	20.24
6. Master Mechanic	20.16	20.46
7. Meter Reader	19.62	19.92
8. Combination Worker	19.62	19.92

#### Section 20.4

For each affected anniversary year commencing on or after January 1, 1993, the following schedule shall govern and control the entitlement and payment of employees of the Waterloo Water Works based upon their accumulative years of service in the Board's employment.

a) After 5 years of service	\$15.00 per month
b) After 10 years of service	25.00 per month
c) After 15 years of service	35.00 per month
d) After 20 years of service	45.00 per month
e) After 25 years of service	55.00 per month
f) After 30 years of service	65.00 per month

Longevity pay will be effective and paid the first two (2) pay periods of each month following entitlement based upon the employee's individual anniversary date of employment.

#### Section 20.5

If an employee is upgraded for one (1) full hour or more, the employee will be given the rate of the job classification to which upgraded, based on the wage formula appearing in this Agreement. In all cases of upgrading, if qualifications are equal as determined by the Board, seniority shall govern.

If an employee is forced to work in a job classification as a temporary assignment for a temporary vacancy which has a base rate less than the employee's regular job base rate, the employee shall be paid at the employee's normal base rate.



#### Section 20.6 Meter Readers

- a) An additional 10% of earnings from the hourly meter reader rate is added as compensation for use of an employee's personal car during meter reading, or a vehicle will be furnished at the option of the Employer.
- b) A vehicle is provided by the Water Works for a meter service worker to read monthly accounts at the meter service worker rate.

#### Section 20.7

Drivers of trucks of various classifications, pipe layers and other duties of the construction and maintenance work are grouped under the heading of Distribution Department.

#### Section 20.8

Any calculation on computing hourly rate will convert one-half (1/2) or more of a cent to the next full cent.

#### Section 20.9

Any employee serving as acting crew foreperson for one-half (1/2) day or more shall receive an additional seventy-five cents (\$0.75) per hour.

#### Section 20.10

The Machine Operator classification is applicable to employees in the Distribution Department regularly assigned to the units of heavy construction equipment, such as the back hoe, end loader, and loader/back hoe combinations, or any substitutions therefor or any additions thereto.

### ARTICLE 21 TIME CLOCK

#### Section 21.1

Each employee shall be required to punch a time clock and the record registered by it shall be the basis of determining the hours worked.

#### Section 21.2

The Manager of the Department shall approve any time on a card where the employee has reported early to the job site in case of an emergency before reporting to their regular place of work.

### ARTICLE 22 HOLIDAYS

#### Section 22.1 Regular recognized holidays shall be:

Employee's birthday	Labor Day
New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	day after Thanksgiving
	Christmans Day

and either December 24th or December 26th at the sole discretion of the Board, and five (5) casual days.

For the Pumping Station only, December 24, and not December 26, will be the effective holiday.

Each employee may have the option of taking their birthday holiday on any other day in the same calendar week in which their birthday falls; except, however, that Pumping Station employees may take a substituted birthday holiday only during the week from Monday through Friday or in half (½) days on Saturday and Sunday between noon and 4:00 p.m. and may not take a substituted birthday on a shift different from that scheduled on the regular birthday except that a swing shift employee at the pumping station may move their birthday to one of the following three options:

- (1) To a day and shift adjacent to their actual birthday, including a Saturday or a Sunday; or
- (2) To any Monday through Friday, 8:00 a.m. to 4:00 p.m. shift; or
- (3) In half (½) days on Saturday and Sunday, noon to 4:00 p.m.

The employee desiring such casual days shall give the immediate supervisor a dated written request at least seventy-two (72) hours or more before the beginning of the affected shift. Casual days may be taken in full days or in two (2) hour increments. The employee desiring a substituted birthday holiday shall give the immediate supervisor a dated written request at least seventy-two (72) hours or more before the beginning of the affected shift or before the regular birthday, whichever first occurs. In the event that an employee in a department has already obtained written approval for a casual day, a substituted birthday day, or for a vacation day, and another employee in that department makes a later request for the same day, the later request will be denied, unless the Board, in its sole discretion, determines that the request can be accommodated in addition to the other employee's approved casual day or vacation.

#### Section 22.2

All employees must have worked their eighty (80) day probationary period in order to qualify for the above holidays and casual days. Casual days shall be prorated for an employee who does not work a full calendar year. In case of illness, casual days may be used and the three (3) day advance notice is waived.

#### Section 22.3

In order to qualify for pay for holiday not worked, regular employees must work the regularly scheduled work day immediately preceding and following the holiday, except in cases of illness supported by a doctor's certificate or unless the absence is mutually agreed to in writing and a copy given to the employee and the General Manager and the Union by the Department Manager. No pay for extra day. Pay for holiday only.

#### Section 22.4

In the event a holiday falls within an employee's vacation period, they shall be granted an additional day's vacation.

#### Section 22.5

No holiday pay shall be allowed if the holiday occurs during an employee's layoff or during a leave of absence or disability from non-work related injury or illness of more than thirty (30) days or disability from job related injury of more than sixty (60) days.

#### Section 22.6

When any holiday falls on a Sunday, the following Monday will be observed as the holiday. When the holiday falls on Saturday, the preceding Friday will be observed as a holiday. Do not pay for Saturday and Sunday unless called to work.

Pumping Station employees will observe all holidays on the actual calendar day of the holiday, 12:00 Midnight to 12:00 Midnight, without regard for the day of the week.

#### Section 22.7

If an employee is called in on a holiday to work, they will be paid holiday pay plus two (2) times their regular rate for hours, actually worked.

#### Section 22.8

If a recognized holiday falls on a Pumping Station employee's day off, they will receive holiday pay of eight (8) hours at straight time. If the employee works on the holiday, they will receive two (2) times their regular shift pay plus eight (8) hours at straight time hourly pay.

### ARTICLE 23 VACATIONS

#### Section 23.1

Employees who have worked 60% or more of the total working days during any twelve (12) months of employee's anniversary period shall receive vacations and vacation pay as follows:

- a) Employees who have completed one (1) year of qualifying service shall receive one (1) week (forty (40) hours) vacation at regular pay.
- b) Employees who have completed two (2) years of qualifying service shall receive two (2) weeks (eighty (80) hours) vacation at regular pay.
- c) Employees who have completed eight (8) years of qualifying service shall receive three (3) weeks (one hundred twenty (120) hours) vacation at regular pay.
- d) Employees who have completed thirteen (13) years of qualifying service shall receive four (4) weeks (one hundred sixty (160) hours) vacation at regular pay.
- e) Employees who have completed twenty (20) years of qualifying service shall receive five (5) weeks (two hundred (200) hours) vacation at regular pay.

#### Section 23.2

Unless the employee worked sixty percent (60%) or more of the total working days during any of their twelve (12) month anniversary, such period shall not be considered as a qualifying year in determining the vacation period earned. During the qualifying period (no more than thirty (30) days of sick leave, or sixty (60) days of job related injury) vacations and holidays will be computed as days worked.

### Section 23.3

Regular straight time hourly rate for the purpose of determining the amount of vacation pay means the regular rate at time of taking the vacation.

### Section 23.4

To become eligible for vacation as set forth, the employee must have had continuous employment for this period of time, and if not continuous, their eligibility shall date from their most recent employment.

### Section 23.5

All vacations earned must be taken each year by the employee, and no employee shall be entitled to vacation pay in lieu of vacation. When an extended illness in the current anniversary year prevents an employee from taking vacation earned in the previous anniversary year, a lump sum payment will be made at the end of the current anniversary year to compensate the employee for the unused vacation at the employee's regular hourly rate of pay in effect at the time of payment.

### Section 23.6

The vacation schedule for bargaining unit employees will be posted by January 15th of each year, and vacation periods selected by April 1st shall be in order of seniority. If an employee elects to split his/her vacation into two (2) or more periods of not less than one (1) week each, he/she shall select the first period in seniority order. All other employees shall have a right to exercise their seniority for a full vacation or the first period of a split vacation, before the employee who has split his/her vacation chooses his/her second and subsequent vacation periods.

An employee who has not selected all vacation by April 1st shall select remaining vacation on only those periods not already selected on a first come, first serve basis. Vacation periods selected after April 1st of four (4) continuous work days or less duration shall be subject to the following limitation: An employee selects one or more such periods of vacation with a priority designation. Only the first and second priority selections will be immune from "bumping" by others. After a first or second priority selection is used by the employee, a replacement selection may be designated by that employee with a priority.

### Section 23.7

Vacation periods of one (1) week or more shall be selected and scheduled one (1) week in advance when possible. All vacation periods shall be selected and scheduled with the employee's immediate supervisor at least seventy-two (72) hours in advance.

Vacation on shorter notice will be allowed upon agreement between the employee and management.

At least one (1) week of an employee's total vacation for the anniversary year shall be taken in whole work week increments for employees entitled to either three (3) or four (4) weeks of vacation. For employees entitled to two (2) weeks or less of vacation, the whole work week provision does not apply.

#### Section 23.8

Pumping Station employees may take vacation in four (4) hour increments from 12:00 noon to 4:00 p.m., from Monday through Friday not to exceed two (2) days, four (4) occasions of usage per anniversary year. Additionally, Pumping Station employees may take vacation in four (4) hour increments from 12:00 noon to 4:00 p.m. on Saturdays or Sundays so long as the total vacation taken in four (4) hour increments does not exceed five (5) days, ten (10) occasions of usage per anniversary year. Additional vacation in four (4) hour increments may be taken when shift changes may be altered in four (4) hour increments upon mutual agreement among the involved employees and management.

Distribution Department employees may take vacation in four (4) hour increments, not to exceed five (5) days, ten (10) occasions of usage per anniversary year. Additional vacation in four (4) hour increments may be taken upon mutual agreement among the involved employees and management.

### ARTICLE 24 FUNERAL LEAVE

#### Section 24.1

Three (3) days funeral leave with pay will be granted, if during the schedule work day running through the date immediately following the funeral for the death of: parents, stepmother, stepfather, stepchild, spouse, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, brothers, sisters, grandparents, grandchildren and grandparents of the employee's spouse.

#### Section 24.2

Employer agrees to grant additional days without pay for any of the aforementioned deaths to a maximum of five (5) days total leave for funeral for any one funeral attended.

#### Section 24.3

Any employee may use a maximum of one (1) day, without pay, funeral leave for the purpose of serving as a pallbearer not in connection with any of the above.

### ARTICLE 25 JURY DUTY

#### Section 25.1

The Board will pay the difference in jury duty pay and a regular eight (8) hour day's earnings for a maximum of thirty (30) days in any calendar year. A certificate from the Clerk of Court showing dates of service and earnings while on the jury must be submitted to the Department Manager upon returning to work. The employee must present himself/herself available for work on any date excused from jury service.

If a second or third shift worker is called for jury service, that employee will be temporarily assigned to the day shift for the duration of the jury service to accommodate jury duty.

If a day shift worker reports for jury duty and is excused, the employee shall present himself/herself available for work within one (1) hour of being excused, however, when excused after 1:00 P.M., the employee need not report.

ARTICLE 26  
LEAVE OF ABSENCE

Section 26.1

An employee requiring a leave of absence shall do so in writing at least two (2) weeks in advance of such leave. The Board shall respond to such request in writing with a copy to the Union, within one (1) week of the request.

Section 26.2

Such leave of absence shall be without pay and without loss of seniority. An employee shall pay the entire premium for all health and welfare benefits provided for in Article 27 of this Agreement during any portion of a leave of absence after the first two (2) weeks thereof.

ARTICLE 27  
HEALTH AND WELFARE BENEFITS

Section 27.1

The Board agrees to maintain health insurance, dental insurance, life insurance including accidental death and dismemberment, and short-term and long-term disability insurance for the benefit of the employees and their dependents with benefit levels at least comparable to those in effect during calendar year 2003. The Board will pay the entire premium cost for this coverage. Such plans may now or in the future be maintained in conjunction with the City of Waterloo.

This benefit will continue for an employee and the employee's dependents while the employee is on leave of absence due to injury or illness up to a maximum of thirty-six (36) months for each such leave of absence commencing in 1995.

Section 27.2

An employee shall pay the entire premium for health and welfare benefits under this Article of this Agreement during any portion of a leave of absence provided for in Article 26 after the first two (2) weeks thereof.

ARTICLE 28  
INJURIES

Section 28.1

Any accident on the job shall be reported to the supervisor at their first opportunity but not later than forty-eight (48) hours after the accident.

Section 28.2

An employee desiring to return to work after any lost time injury of one (1) full day or more must furnish a written release from their attending physician. This provision shall not be construed as binding upon insurance carrier.

Section 28.3

The Board agrees to exert reasonable effort to see that the compensation carrier processes all claims in a timely fashion.

#### Section 28.4

The Waterloo Water Works will pay eighty percent (80%) of an employee's regular pay for days not compensated for by Workmen's Compensation resulting from on the job injury, and payment will be made the first regular payroll after ten (10) working days off and after the employee returns to work.

### ARTICLE 29 SICK LEAVE

#### Section 29.1

Each employee shall be credited with fifty-six (56) hours of sick leave as of the beginning of each calendar year for use during the year. An employee who does not work the full calendar year will have sick leave prorated and an adjustment made in their final pay. An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours at the regular hourly rate of pay.

#### Section 29.2

At the end of each calendar year, the amount which an employee has not used of his/her annual, accrued sick leave days (hours) shall be totaled and segregated. Of the segregated total, twenty-five percent (25%) of the unused days (hours) shall be payable to the employee as a "bonus" and seventy-five percent (75%) of the total segregated hours shall be banked for future use in the event of illness. The current year's newly credited sick leave shall be used before banked sick leave may be used. For these future unused and banked days (hours), there would be no payout upon an employee's separation from Waterloo Water Works employment. The "bonus" as provided for above shall be payable at the applicable hourly rate for the calendar year just ended as a pay adjustment added to the employee's second paycheck in the month of January of each year, following the calendar year in which it was earned.

#### Section 29.3 Use of Sick Leave:

Sick leave may be used for any of the following:

- a) Serious or a confining illness of the employee.
- b) Contagious or serious illness of a member of the employee's immediate family living within the household which necessitates the employee remaining at home or attending a medical emergency of same.
- c) Contagious or serious illness or injury of the employee's children or parents not living within the household which necessitates the employee's presence with that person.
- d) Medical or dental appointments of the employee or of a member of the employee's immediate family living within the household which cannot be scheduled during non-working hours. An effort shall be made to schedule appointments at the beginning or end of the shift. In such cases, sick leave shall be charged in fifteen (15) minute increments. Total leave time for all medical or dental appointments of a member of the employee's immediate family living within the household shall be limited to six (6) hours per year.
- e) Sick leave shall not be used for holidays when an employee is receiving sick leave on the day before and the day after such holiday.

Section 29.4

Employees who do not have sufficient accumulations of sick leave to cover the absences prior to the start of compensation from insurance paid for in whole or in part by the Board may use accumulated paid vacation or casual days, or shall be eligible for unpaid leaves of absence.

Section 29.5 Use of Sick Leave Credit.

This Article shall not apply to any absence for which compensation is paid by the Board or by insurance purchased by the Board.

ARTICLE 30  
LIMITATION AS TO THE BOARD

Section 30.1

Should any portion of the Agreement during the life of this Agreement be rendered invalid by state or federal legislation, the remainder of the Agreement will remain in full force and effect for the life of this Agreement.

Section 30.2

The provisions appearing herein constitutes the sole and entire existing agreement between Chauffeurs, Warehousemen and Helpers Local 238, and the Board of Trustees of the Waterloo Water Works and supersedes all prior agreements, commitments and practices, whether oral or written between the Board and the Union, or the Board and any covered employees.

ARTICLE 31  
TERM OF AGREEMENT

Section 31.1

This agreement shall be in full force and effect from January 1, 2005, to and including December 31, 2006.

The following negotiation and impasse procedures will be applied:

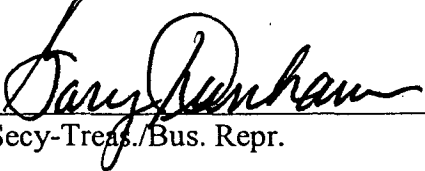
July 1, 2006, through August 19, 2006 – negotiations.

August 20, 2006, through August 31, 2006 – mediation.

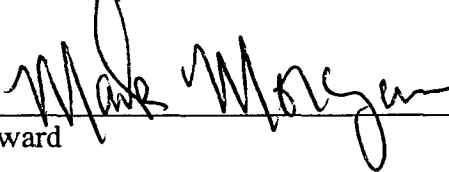
September 1, 2006, through September 30, 2006 – arbitration, item by item, final offers, or any point in between the final offers of the parties.



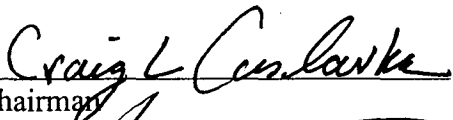
Chauffeurs, Teamsters and  
Helpers, Local Union No. 238  
an affiliate of the International  
Brotherhood of Teamsters.

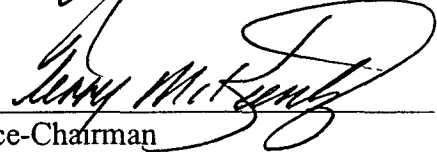
By:   
Secy-Treas./Bus. Repr.

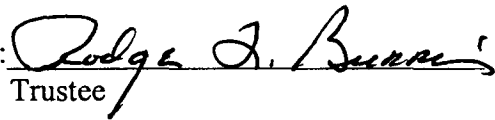
By:   
Business Representative

By:   
Steward

Board of Trustees  
Waterloo Water Works

By:   
Chairman

By:   
Vice-Chairman

By:   
Trustee

Signed this 27 day of APRIL, 2005